**TENANCY AGREEMENT FOR ALLOTMENT HOLDERS**

(For domestic cultivation only)

THIS AGREEMENT made on this DATE day of MONTH YEAR between the Frant Parish Council (hereinafter called the Council) and TENANT of ADDRESS (hereinafter called the Tenant) by which it is agreed that:

1. The Council agrees to let and the Tenant agrees to hire, as a tenant from DATE the Allotment Garden, the area being Whole plot and part of the Allotment Gardens provided by the Council at Frant and at the current rent of RENT and numbered NUMBER in the Council Allotment Register.
2. The rent shall be paid on FROM DATE until END DATE and shall be for a period of 12 months, in advance.

The rent shall be subject to review every NUMBER years.

The tenancy is subject to the allotment acts of 1908 to 1950 and to the following conditions:

1. The rent should be paid from the first day in MONTH each year.
2. The tenant shall have the undisturbed right to use the allotment plot for the production of vegetables, fruit or flower for his/her own use and that of their family and for no other purpose. Produce from the allotment shall not be offered for sale or made subject of other commercial transaction.
3. The tenant shall keep the allotment free of notifiable weeds in accordance with reasonable horticultural practice.
4. The tenant shall not cause any nuisance, annoyance or obstruction to the occupier of any other allotment garden or neighbouring property or cause any obstruction or impediment to any access or pathway provided by the Council for the use of allotment holders.
5. Bonfires are NOT permitted.
6. The tenant shall not underlet, assign or part with possession of the allotment garden or any part thereof without the written consent of the Council.
7. The Council will provide a water supply point within the allotment area. Water may be used to fill buckets, cans or water butts but automatic irrigation systems attached to the supply point are NOT permitted.
8. The keeping of livestock on the allotments is NOT permitted.
9. The erection of any building, shed or shelter is NOT permitted. The use of a lock up tool chest and the use of low level cloche or cold frames is permitted.
10. Dogs are not permitted on the allotments unless properly controlled on a lead.
11. The tenant will be expected to become a member of the allotment association and, as such, accept joint responsibility for the maintenance of internal pathways and hedges.
12. The tenant is responsible for the removal of all rubbish including broken glass and plastic to a suitable disposal facility. Organic waste should be composted where possible.
13. The tenant shall, as regards the allotment garden, perform all conditions and covenants in the lease under which the Council holds that lease.
14. Any member or Officer of the Council shall be entitled at any time, when directed by the Council, to enter and inspect the allotment gardens.
15. In the event of the Council having to relinquish the lease, having given due notice to the tenant, any crops or permanent planting that remains on the ground shall be forfeited without compensation.
16. The tenancy of the allotment garden shall terminate on the yearly rent day after the death of any tenant. It will also terminate whenever the tenancy or right of occupation of the Council terminates. It can also be terminated by one month’s notice from the Council if:
    1. The rent is in arrears for not less than forty days or
    2. The tenant is not duly observing the terms of tenancy or
    3. If no work has been done for one year.

The tenancy may also be terminated by the Council or by the tenant by twelve months notice in writing expiring on or before the first day of MONTH or on or after the DATE of MONTH in any year.